

The Gazette of India



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No. 37] NEW DELHI, SATURDAY, SEPTEMBER 10, 1960 BHADRA 19, 1882

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 30th August 1960 :—

Issue No.	No. and date	Issued by	Subject.
104	G.S.R. 997, dated 27th August, 1960.	Ministry of Food and Agriculture.	Certain directions for controlling the rise in price and preventing the hoarding of jowar in Maharashtra State.
105	G.S.R. 998, dated 29th August, 1960.	Ministry of Community Development and Cooperation.	Nomination as members of the National Cooperative Development and Warehousing Board and amendment in Notification No. 8-1/56-Coop-I, dated 31st August, 1956.
106	G.S.R. 999, dated 30th August, 1960.	Ministry of Food and Agriculture.	The Delhi Wheat and Wheat Products (Export Control) Amendment Order, 1960

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (i)

General Statutory Rules (including orders, bye-laws etc. of a general character) issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

SUPREME COURT OF INDIA

New Delhi, the 5th September 1960

G.S.R. 1038.—Under Rule 16 of Order IV Supreme Court Rules, 1950 (as amended upto 15th April, 1959) and Regulation (2) of the Regulations made thereunder governing the Examination for Advocates on Record it is notified that an Examination for Advocates on Record will be held in the Supreme Court Buildings, New Delhi on Saturday the 10th and Sunday the 11th December, 1960.

Advocates enrolled in the Supreme Court desiring to appear for the aforesaid Examination may obtain the prescribed form of application from the Registrar. The applications should reach the Registrar not later than 4 P.M. on Friday, the 11th November, 1960.

[No. F. 10/A/60-SCMJ(I).]

By order of the Court
ARINDAM DUTT, Registrar.

MINISTRY OF HOME AFFAIRS

New Delhi, the 3rd September 1960

G.S.R. 1039.—In pursuance of sub-rule (1), and the first proviso to sub-rule (2), of rule 4 of the I.A.S. (Cadre) Rules, 1954, the Central Government, in consultation with the Government of Andhra Pradesh, hereby make the following further amendments in the I.A.S. (Fixation of Cadre Strength) Regulations, 1955.

2. These amendments shall be deemed to have come into force with effect from the 1st July, 1960.

Amendments.

In the Schedule to the said Regulations, under 'Andhra Pradesh' for the entry.

"Settlement Officers (Andhra Pradesh Districts). 3" the following entries shall be substituted:—

"Settlement Officers (Andhra Pradesh Districts). 2

Director, Central Stores Purchase Department1".

[No. 21/1/60-AIS(I).]

B. N. TANDON, Dy. Secy.

New Delhi, the 6th September 1960

G.S.R. 1040.—In exercise of the powers conferred by section 5 of the Inter-State Corporations Act, 1957 (38 of 1957), the Central Government hereby specifies in the Schedule to the said Act, the following Act, namely:—

"30. The Bombay Khadi and Village Industries Act, 1960 (Bombay Act No. XIX of 1960)".

[F. No. 8/9/60-SR(R).]

P. N. KAUL, Dy. Secy.

CORRIGENDUM

New Delhi, the 30th August 1960

G.S.R. 1041.—In the notification of the Government of India in the Ministry of Home Affairs, G.S.R. 949 [F. No. 20/11/59-Jud.II(III)] dated the 10th August, 1960, published at pages 1318—1320 of the Gazette of India, Part II—Section 3—Sub-Section (1) dated the 20th August, 1960,—

at page 1318, in the first line of the preamble, for "133" read "13".

[No. F. 20/11/59-J.II.]

K. R. PRABHU, Dy. Secy.

MINISTRY OF FINANCE (Department of Expenditure)

New Delhi, the 1st September 1960

G.S.R. 1042.—In exercise of the powers conferred by the proviso to article 309 and clause (3) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian

Audit and Accounts Department, the President hereby makes the following further amendments in the Fundamental Rules, namely:—

1. These rules may be called the Fundamental (Amendment) Rules, 1960.

2. In the Fundamental Rules, in Rule 56, for Note 3 under clause (d), the following Note shall be substituted, namely:—

“NOTE 3.—The grant, under Rule 86, of leave extending beyond the date on which a Government servant must compulsorily retire, or beyond the date upto which a Government servant has been permitted to remain in service, shall not be treated as sanctioning an extension of service, and the Government servant shall not be permitted to retain a lien on his permanent post or any other post during the period of such leave.”

[No. F. 7(122)-Estt. IV/A/60.]

D. D. BHATIA, Dy. Secy.

(Department of Revenue)

New Delhi, the 10th September 1960

CENTRAL EXCISES

G.S.R. 1043.—In exercise of the powers conferred by rule 191-B of the Central Excise Rules, 1944, as in force in India and as applied to the State of Pondicherry, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue) G.S.R. No. 546, dated the 9th May, 1959, namely:—

In the Table annexed to the said notification, the following entry shall be added at the end, namely:—

“(23) Yard Material commercial known as Dress Material”.

[No. 115/60.]

L. M. KAUL, Dy. Secy.

(Department of Revenue)

New Delhi, the 10th September 1960

MEDICINAL AND TOILET PREPARATIONS

G.S.R. 1044.—The Central Government being of the opinion that it is necessary to do so in the interest of trade, hereby exempts, in pursuance of rule 8 of the Medicinal and Toilet Preparations (Excise Duties) Rules 1956, Ayurvedic preparations containing self-generated alcohol, which are capable of being consumed as ordinary alcoholic beverages from so much of the excise duty leviable thereon as is in excess of Rs. 1.75 Naye Paise per gallon.

[No. 21/F. No. 45/22/59-Opium.]

CUSTOMS AND CENTRAL EXCISE

G.S.R. 1045.—In exercise of the powers conferred by sub-section (3) of section 43B of the Sea Customs Act, 1878 (8 of 1878), and section 37 of the Central Excises and Salt Act, 1944 (1 of 1944), as in force in India and as applied to the State of Pondicherry, the Central Government hereby makes the following further amendment in the Customs and Central Excises Duties Export Drawback (General) Rules, 1960, the same having been previously published as required under the said sub-section (3) of section 43B, namely:—

Amendment

1. These rules may be called the Customs and Central Excise Duties Export Drawback (General) Amendment Rules, 1960.

2. In the First Schedule to the Customs and Central Excise Duties Export Drawback (General) Rules, 1960, after the existing item 35 and the entry relating thereto the following shall be inserted, namely:—

"36. Articles made from aluminium circles and sheets

Ninety-seven rupees and sixty naye Paise per cwt:

Provided that at the time of the exportation of the aluminium articles the exporter produces evidence to the satisfaction of the Customs Collector that for exportation of 100 lbs. of articles of aluminium an importation of 103 lbs. of aluminium sheets/circles has been made by him within a period of six months immediately preceding the date of such exportation and that the said quantity of imported aluminium sheet/circles has not been (i) similarly correlated to and accounted for against any other previous exportation of aluminium articles or (ii) previously re-exported as such or in any other form with or without claim for drawback".

[No. 87/F. No. 34/60/60-Cus.IV.]

CORRIGENDUM

CUSTOMS

New Delhi, the 10th September 1960

G.S.R. 1046.—In the Schedule to the Notification of the Government of India in the Ministry of Finance (Department of Revenue) G.S.R. No. 899 (80/F. No. 34/60/60-Cus. IV), dated the 6th August, 1960, against entry relating to Articles made from Aluminium Circles and Sheets, for "86" read "95-A".

[No. 98/F. No. 34/60/60-Cus.IV.]

M. C. DAS, Dy. Secy.

MINISTRY OF COMMERCE & INDUSTRY

(Department of Company Law Administration)

New Delhi, the 3rd September 1960

G.S.R. 1047.—In exercise of the powers conferred by the proviso to sub-section (1) of section 594 of the Companies Act, 1956 (1 of 1956), (hereinafter referred to as the Act), and in partial modification of the Notification of the Government of India in the Ministry of Finance (Department of Company Law Administration) S.R.O. 3216 dated the 4th October, 1957, the Central Government hereby directs that, in the case of the foreign company, namely, W.T. Henley's Telegraph Works Company Limited (hereinafter referred to as the company), the requirements of clause (a) of sub-section (1) of the said section shall apply subject to the following exception and modification, namely:—

It shall be deemed to be sufficient compliance with the provisions of clause (a) of sub-section (1) of section 594 of the Act if the balance sheet and profit and loss account, prepared in terms of clause (i) of this Department's notification S.R.O. 3216 dated the 4th October, 1957, in respect of the company's financial years ending on or before the 31st day of December, 1961, are audited by the auditors of the company in the country of its incorporation.

[No. F. 15/24/60-PR.]

T. S. MENON, Under Secy.

(Department of Company Law Administration)

New Delhi, the 5th September 1960

THE BOMBAY REORGANISATION (REMOVAL OF DIFFICULTIES)
ORDER NO. 3

G.S.R. 1048.—In exercise of the powers conferred by section 95 of the Bombay Reorganisation Act, 1960 (11 of 1960) the President hereby makes the following Order, namely:—

1. (1) This Order may be called the Bombay Reorganisation (Removal of Difficulties) Order No. 3 of 1960.

(2) It shall come into force at once.

2. Where, by virtue of the provisions of the Bombay Reorganisation Act, 1960, the State in which the registered office of a company is situate on the 1st day of May, 1960, bears a name different from that stated in the Memorandum of Association of that company, then, notwithstanding anything contained in the Companies Act, 1956 (1 of 1956), the said Memorandum shall, as from that day, be deemed to have been altered by the substitution of the name of the State in which it is situate on that day and accordingly, the Registrar of that State shall make necessary alterations in the Memorandum of Association of the said company.

RAJENDRA PRASAD,

President.

The 3rd September, 1960.

[F. No. 2/16/60-PR.]

D. L. MAZUMDAR, Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Department of Communications & Civil Aviation—P. & T. Board)

CORRIGENDUM.

New Delhi, the 2nd September 1960

G.S.R. 1049.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President has been pleased to decide that the following correction shall be carried out in the Assistant Engineer (Workshops), Class II (Examination) Rules 1960, namely:—

In Para 1, item (b) (6)
of Appendix II.

For	Read
workshops	workshop

[No. 2-1/60-WK.]

B. G. DESHMUKH,

Secy. Posts and Telegraphs (Board.).

MINISTRY OF FOOD & AGRICULTURE

(Department of Food)

New Delhi, the 1st September 1960

G.S.R. 1050.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following amendments in the schedule to the National Sugar Institute (Classes I and II Posts) Rules, 1958, published with the notification of the Government of India, in the Ministry of Food and Agriculture (Department of Food) No. GSR 496, dated the 11th June, 1958, at pages 422 to 437, of Part II, section 3(i) of the Gazette of India, dated the 21st June, 1958, namely:—

1. These rules may be called the National Sugar Institute (Classes I and II posts) Amendment Rules, 1960.

2. In the schedule to the National Sugar Institute (Classes I and II posts) Rules, 1958, under column 9 relating to "Period of probation, if any", against items 1 to 27 for the existing entries, the words "Two years" shall be substituted.

[No. 3-81/60-S. Admn.]

PARTAP SINGH, Under Secy.

(Department of Food)

ORDERS

New Delhi, the 6th September 1960

G.S.R. 1051.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendment in the Uttar Pradesh Foodgrains (Restrictions on Border Movement) Order, 1959, namely:—

1. This Order may be called the Uttar Pradesh Foodgrains (Restrictions on Border Movement) Second Amendment Order, 1960.
2. In the Uttar Pradesh Foodgrains (Restrictions on Border Movement) Order, 1959, in clause 4, for the words 'Assistant Sub-Inspector', the words 'Head Constable' shall be substituted.

[No. 204(UP)(3)/437/60-PY.II.]

G.S.R. 1052.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendment in the Uttar Pradesh Paddy and Rice (Restriction on Movement) Order, 1958, namely:—

1. This Order may be called the Uttar Pradesh Paddy and Rice (Restriction on Movement) Amendment Order, 1960.
2. In the Uttar Pradesh Paddy and Rice (Restriction on Movement) Order, 1958, in clause 4, for the words 'Assistant Sub-Inspector', the words 'Head Constable' shall be substituted.

[No. 204(UP)(2)/438/60-PY.II.]

G.S.R. 1053.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendment in the Uttar Pradesh Foodgrains (Movement Control) Order, 1958, namely:—

1. This Order may be called the Uttar Pradesh Foodgrains (Movement Control) Amendment Order, 1960.
2. In the Uttar Pradesh Foodgrains (Movement Control) Order, 1958, in clause 4, for the words 'Assistant Sub-Inspector', the words 'Head Constable' shall be substituted.

[No. 204(UP)(4)/439/60-PY.II.]

S. N. BHALLA, Dy. Secy.

ERRATA

In Ministry of Food and Agriculture (Department of Food) Order No. 201 (UP) (1)/430/60-Py.II, dated 1st August, 1960, published in the Gazette of India, Part II—Section 3(i), dated 6th August, 1960, as G.S.R. 911, the following corrections are to be made:—

In Schedule III—

Page 1220, against item (a) Dirt—
for "1 1/2" read "1½"

Page 1221, against item (f) weevilled—September—
for "3—%" read "3¼%"

Page 1222,—
(i) against item (a) Dirt—
for "3 4" read "3/4"

- (ii) against item (f) weevilled—November—
for the words "and to" read "and upto"
- (iii) In the 'Note' appended to the Schedule in the last—against (2)
Damaged Grains—
for the words "badly damaged" read "badly damaged, badly weather
damaged".

MINISTRY OF WORKS, HOUSING & SUPPLY
(Central Boilers Board)

New Delhi, the 18th July 1960

G.S.R. 1054.—The following draft of a further amendment to the Indian Boiler Regulations, 1950, which the Central Boilers Board proposes to make in exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (5 of 1923), is published as required by sub-section (1) of Section 31 of the said Act, for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 15th September, 1960.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Boilers Board. Such objections or suggestions should be addressed to the Secretary, Central Boilers Board, Ministry of Works, Housing and Supply, North Block, New Delhi.

Draft Amendment

1. These Regulations may be called the Indian Boiler (Amendment) Regulations, 1960.

2. In the Indian Boiler Regulations, 1950,

(i) in regulation 2, for clause (F), the following clause shall be substituted, namely:—

“‘‘boiler’’ means any closed vessel exceeding five gallons in capacity which is used expressly for generating steam under pressure and includes any mounting or other fitting attached to such vessel, which is wholly or partly under pressure when steam is shut off.”;

(ii) after Chapter—XIV, the following chapter, shall be inserted, namely:—

CHAPTER XV

Heat Exchangers, Converters, Evaporators and Similar Vessels

623. Application.—These regulations shall apply to heat exchangers, converters, evaporators and similar vessels using steam under pressure as heating medium.

624. Construction and workmanship.—These shall conform to the requirements of relevant regulations governing the particular type of construction.

625. General requirements.—Where applicable the general requirements of Chapter I shall apply.

626. Materials.—Materials used in the construction of these vessels shall comply with the appropriate regulations in Chapter II or XI. Cast Iron shall however be not used beyond service temperatures and pressures of 218°C (425°F) and 11.25 kg/cm² (160 lbs. per sq. inch) respectively.

627. Electrodes.—The electrodes used shall be of appropriate quality, suitable for the material of the part to be welded, approved by the Inspecting Authority. The tensile strength of the weld material shall not be less than the lower limit specified for the part.

628. Plain and stay tubes.—The tubes shall comply with the appropriate regulations in Chapter II.

629. Heat treatment.—All fusion welded vessels shall be heat treated for stress relief in accordance with regulation 26. In the case of alloy steel vessels, the

maximum temperature and the soaking period may be varied according to the requirements of the material with the approval of the Inspecting Authority.

630 (a) Determination of working pressure of vessels of *reveted construction*.—These shall comply with the relevant provisions of Chapter IV.

(b) Determination of working pressure of vessels of *welded construction*.—

(i) *Shells*.—The working pressure shall be calculated in accordance with equation 72.

(ii) *Dished end plates*.—The maximum working pressure of dished end plates subject to pressure on the concave side shall be determined by equation 74.

(iii) *Flat end plates*.—The maximum working pressure of flat end plates shall be determined by appropriate regulations in Chapter-III.

(c) Determination of working pressure of cast iron vessels.—

(i) *Shells*.—The working pressure shall be calculated in accordance with equation 76 where—

$C=20\%$ of the tensile strength of the grade of iron used, and

$X=0.5$ cm (0.2 in.)

(ii) *Dished end plates*.—The working pressure for dished end plates, subject to pressure on the concave side shall be determined by equation 74, where—

$f=10\%$ of the tensile strength of the grade of iron used and the corrosion factor "C" shall be 0.5 cm (0.2 in.).

(iii) *Flat end plates*.—The maximum working pressure of flat end plates shall be determined by equation 35, where—

$C'=90\%$ of the tensile strength of the grade of iron used and

$C1=0.5$ cm (0.2 in.)

(d) **Bolts and studs.**—Bolts and studs connecting parts of the vessel such as shell, end plates, tube plates, etc.; shall be made of steel.

The maximum working pressure for the bolts or studs shall be calculated by equation 45.

631. **Tubes.**—In the case of tubes subjected simultaneously to both internal and external pressure, the working pressure of the tubes as determined by equation 87, shall not be less than the difference of the two pressures. In no case however, shall the thickness of tube be less than 2.3 mm. (0.09").

632. **Dished end plates.**—The shape of dished end plates shall be in conformity with the requirements of regulation 875.

633. **End plate attachments.**—These shall comply with any one of the forms prescribed in Chapter X or XII.

634. **Tube plates.**—The minimum thickness of tube plates shall comply with the requirements of regulation 580

635. **Stand pipes, nozzles, pads and seatings for mounting and their attachments.**—These shall comply with the relevant regulations.

[No. S&PII/BL-20(17)/57.]

M. N. KALE, Secy.

MINISTRY OF REHABILITATION

New Delhi, the 31st August 1960

G.S.R. 1055.—In exercise of the powers conferred by Section 23 of the Evacuee Interest (Separation) Act, 1951 (64 of 1951), the Central Government hereby makes the following further amendment to the Evacuee Interest (Separation) Rules, 1951, namely:—

1. These rules may be called the Evacuee Interest (Separation) Amendment Rules, 1960.

2. For clause (i) of sub-rule (1) of rule 11 of the Evacuee Interest (Separation) Rules, 1951, the following clause shall be substituted, namely:—

“(i) by publishing it in the official Gazette or in a local paper having circulation in the locality, or by beat of drum at some place on or adjacent to the composite property; and”.

[No. 1(39)/Prop. II/60.]

(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 3rd September 1960

G.S.R. 1056.—In exercise of the powers conferred by sub-section (5) of section 19 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (44 of 1954), the Central Government hereby specifies the following principle for assessment of damages to be charged from a person who is or has at any time been, in unauthorised possession of any evacuee agricultural land in the State of Rajasthan and acquired under the said Act, for the period for which such land remains or has remained in his possession.

In cases of unauthorised possession of evacuee agricultural land: rent at 6 times the land revenue shall be assessed as damages.

[No. 3(35)/Policy-II/58.]

KANWAR BAHADUR,

Settlement Commissioner (A) and

Ex-Officio Dy. Secy.

(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 31st August 1960

G.S.R. 1057.—In exercise of the powers conferred by section 40 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby makes the following further amendments to the Displaced Persons (Compensation and Rehabilitation) Rules, 1956, namely:—

In the said rules,

(1) after rule 33A, the following rule shall be inserted namely:—

“33B. *Deed of sale/lease for the transfer of properties divided horizontally.*

Where any property is transferred to any person after being divided horizontally, a deed of sale/lease shall be executed in the forms specified in Appendices XXXI, XXXI-A, XXXI-B, XXXI-C and XXXII”.

(Amendment No. XLVI dated the 31st August, 1960).

(2) In the said rules, the following Appendices shall be added; namely:—

(i) APPENDIX XXXI

Lease of the Plot of 'A' Type Double Storeyed Two Rooms Tenements.

(Applicable in the case of double storeyed Government built tenements in Delhi).

This Lease made the day of 19..... between the President of India (hereinafter called “the Lessor” which expression shall, where the context so admits, include his successors and assigns of the one part and (hereinafter called “the Lessee(s)” which expression shall, where the context so admits include his/her respective legal representatives and permitted assigns) of the other part:

Whereas the Lessor has agreed to demise to the Lessee(s) the land described in the Schedule hereunder written in manner hereinafter appearing:

Now this indenture witnesseth that in consideration of the premium of Rs. (Rupees only) paid on or before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent herein reserved and of the covenants on the part of the Lessee(s) herein contained the Lessor doth hereby demise unto the Lessee(s) all that piece or parcel of land containing by admeasurement situate at

more particularly described in the Schedule hereunder written and with the boundaries thereof delineated on the plan annexed to these presents and thereon coloured together with all rights, easements and appurtenances whatsoever to the said plot of land belonging or in any wise appertaining excepting and reserving unto the Lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making the Lessee(s) reasonable compensation for all damage done to hold the land unto the Lessee for the term of 99 (ninety-nine) years commencing from yielding and paying therefor the yearly ground rent of Rs. at the rate of Re. 1 per annum per hundred square yards or fraction thereof at the State Bank of India, New Delhi, or at such other place as may be notified by the Lessor for this purpose from time to time and the Lessee(s) doth/do hereby covenant(s) with the Lessor:

(1) from time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised or upon the building standing thereupon or the landlord or tenant in respect thereof;

(2) not to make any excavations in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without consent in writing of and in accordance with the terms and conditions prescribed by the Lessor;

(3) at all times during the said term to keep the existing ground floor/first floor flat situated on the demised premises in good and substantial repair;

(4) on the expiration or sooner determination of the said term peaceably to yield up the demised premises;

(5) not to make any alterations in the existing plan or elevation or any structural alterations in the building standing on the demised premises or in any part of such building without the written permission of the Lessor first had and obtained or permit the said building or any part thereof to be used for any purpose other than that of a

(6) during the continuance of these presents to permit and allow all existing drains, water pipes, sanitary and sewage system, electric lines, and connections, to be maintained and used for the purposes thereof respectively.

(7) (a) Rent will be subject to revision as provided for in (d) hereof.

(b) The Lessees shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(c) The Lessee herein may transfer his lease-hold rights in the land after obtaining the permission of the Lessor aforesaid and the Lessor will not claim any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. In the event of any subsequent transfer of the land by the transferee, the lessor shall be entitled to claim and recover the unearned increment in the value of the land the amount so to be recovered being 50 per cent of the unearned increment in the value of the land. In the case of any subsequent transfers the Lessor shall have the preemptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon, after deducting 50 per cent of the unearned increment as aforesaid.

(d) The Lessor shall also have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½ per cent of the value of the land at the time of such transfer: Provided further that in the case of any transfer of assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer of assignment shall be complete and thereafter at the

Provided always that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Deputy Commissioner within the meaning of section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887), and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

(8) (1) to pay the rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the Lessor or the Lessee, his permitted sub-lessee or assignee, in respect thereof, under any enactment for the time being in force:

(iii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other properties in the neighbourhood;

(v) that all persons acting under the order of Lessor shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(vii) If during the period of the lease the land and premises thereon are required for a public purpose or for any administrative purpose by the Lessor, the lessor shall at the expiry of a notice of 15 days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the land buildings and structures.

The Compensation payable under this clause shall, in case of dispute, be determined by the Lessor or by such Officer as he may appoint for the purpose as nearly as may be in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such Officer shall be final and conclusive;

(viii) any sum of money due to or claimable by the Lessor in respect of land hereby demised shall be recoverable by the Lessor as an arrear of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act for the time being in force.

II. Provided always that if any part of the rent shall be in arrears or unpaid for one calendar month next after any of the dates whereon the same shall have been due whether the same shall have been demanded or not and if there shall have been in the opinion of the Lessor any breach by the Lessee(s) or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the Lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the buildings thereon or part thereof in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the Lessor and this demise shall absolutely determine and the Lessee(s) shall not be entitled to any compensation whatever.

III. It is hereby agreed and declared that this is a grant for the purpose of the Government Grants Act, 1895 (15 of 1895).

The Schedule above referred to:

All that piece or parcel of land containing by admeasurement
situate at being plot No. in the Sub-
Registration District of and bounded

On the North by

On the South by

On the East by

On the West by

In witness whereof the parties hereto have set their hands the day and the year first above-written.

Signed by.....

for and on behalf of the President
of India in the presence of:

(1)

(2)

Signed by.....

the Lessee(s) above-named in the
presence of:

(1)

(2)

(Amendment No. XLVI dated the 31st August, 1960).

(ii) APPENDIX XXXI-A

Lease of open space in front of the ground floor of 'A' type tenements

(Applicable in the case of double storeyed Government built tenements in Delhi.)

This lease made the day of 19.... between the President of India (hereinafter called "the Lessor" which expression shall, where the context so admits, include his successors and assigns) of the one part and (hereinafter called "the Lessee(s)" which expression shall, where the context so admits, include his/her respective legal representatives and permitted assigns) of the other part:

Whereas the Lessor has agreed to demise to the Lessee(s) the land described in the Schedule hereunder written in manner hereinafter appearing:

Now this indenture witnesseth that in consideration of the premium of Rs. (Rupees only) paid on or before the

execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent herein reserved and of the covenants on the part of the Lessee(s) herein contained the Lessor doth hereby demise unto the Lessee(s) ALL THAT piece or parcel or land containing by admeasurement, situate at more particularly described in the Schedule hereunder written and with the boundaries thereof delineated on the plan annexed to these presents and thereon contained TOGETHER WITH all rights, easements and appurtenances whatsoever to the said plot of land belonging or in anywise appertaining EXCEPTING AND RESERVING unto the Lessor all mines, minerals, mineral substances of every description, sand and clay in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, digging, working, obtaining, removing and enjoying the same making, the Lessee(s) reasonable compensation for all damage done TO HOLD THE land unto the Lessee for the term of 99 (Ninety-nine) years commencing from yielding and paying therefor the yearly ground rent of Rs. at the rate of Re. 1/- per annum per hundred square yards or fraction thereof at the State Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time, and the Lessee(s) doth/do hereby covenant(s) with the Lessor:

(1) from time to time and at all times during the said term to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises hereby demised;

(2) not to make any excavation in the land hereby demised or remove any minerals, mineral substances of any description, sand or clay from the said land without consent in writing of and in accordance with the terms and conditions prescribed by the Lessor;

(3) not to erect any temporary sheds or to build any structures or constructions on the land hereby demised but to keep and maintain the same as a vacant plot of land in front of the house in the same condition as it was in at the time when the possession was handed over to the Lessee; and

(4) during the continuance of these presents to permit and allow all existing drains, water pipes, sanitary and sewage system, electric lines and connections to be maintained and used for the purposes thereof respectively.

(5) (a) Rent will be subject to revision as provided for in (d) hereof.

(b) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(c) The Lessee herein may transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not claim any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. In the event of any subsequent transfer of the land by the transferee the Lessor will however, be entitled to claim and recover the unearned increment in the value of the land the amount so to be recovered being 50% of the unearned increment in the value of land.

In the case of any subsequent transfers the Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon after deducting 50% of the unearned increment as aforesaid.

(d) The Lessor shall also have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 21% of the value of the land at the time of such transfer;

Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be complete and thereafter at the end of each successive period

of not less than thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi;

PROVIDED always that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Deputy Commissioner within the meaning of section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respect governed by the provisions of the said Act in the same manner as if the same had been taken there under.

(c) The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase of the grant of a lease of the site on the 15th January or 15th July next following as the case may be and shall be paid by the purchaser at once at the time of such purchase.

(6) (i) to pay the rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the Lessor or the Lessee, his permitted sub-lesser or assignee in respect thereof under any enactment for the time being in force;

(ii) not to sub-divide the said land or building erected thereon or any part thereof without the prior permission of the Lessor in writing;

(iii) not to do or permit any thing in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other properties in the neighbourhood;

(iv) to register all changes in the possession of the whole of the said land or of the building thereon whether by transfer, succession or otherwise in the register kept in the Office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908 within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by a local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100/- and the Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;

(v) that all persons acting under the orders of Lessor shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(vi) the lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yields up the demised premises with all buildings erected thereon and land lords fixtures thereto provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two Arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940 and any statutory modification thereof shall apply to any such arbitration. The Lessor may, however, renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor;

(vii) if during the period of the lease the land/premises are required for a public purpose or for any administrative purpose by the Lessor the Lessor shall at the expiry of a notice of 15 days to the effect that the said premises are required for such purpose to be served upon the Lessee by an Officer appointed by the lessor in this behalf be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the land building and structures. The compensation payable under this clause shall in case of dispute be determined by the Lessor

or by such Officer as he may appoint for the purpose as nearly as may be in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such Officer shall be final and conclusive;

(viii) any sum of money due to or claimable by the Lessor in respect of land hereby demised shall be recoverable by the Lessor as an arrear of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act for the time being in force.

II. PROVIDED ALWAYS that if any part of the rent shall be in arrears or unpaid for one calendar month next after any of the dates whereon the same shall have been due whether the same shall have been demanded or not and if there shall have been in the opinion of the Lessor any breach by the Lessee(s) or by any person claiming through or under him/them of any of the covenants or conditions hereinbefore contained then and in such case the Lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the Lessor and this demise shall absolutely determine and the Lessee(s) shall not be entitled to any compensation whatever.

III. IT IS HEREBY AGREED AND DECLARED that this is a grant for the purpose of the Government Grants Act, 1895 (15 of 1895).

The Schedule above referred to:

ALL THAT piece or parcel of land containing by admeasurement situate at being plot No. in the sub-Registration District of and bounded

on the North by
on the South by
on the East by
on the West by

IN WITNESS WHEREOF the parties hereto have set their hands the day and the year first above-written.

Signed by
for and on behalf of the President of India
in the presence of:

(1)
(2)

Signed by
the Lessee(s) above-named in the presence of:

(1)
(2)

(Amendment No. XLVI dated the 31st August 1960)

(iii) APPENDIX XXXI-B.

Sale Deed for the Superstructure

(Applicable in the case of double storeyed Government built tenements in Delhi).

THIS INDENTURE made the day of 19.... BETWEEN the President of India (hereinafter called "the Vendor" which expression shall, where the context so admits, include his successors and assigns) of the one part and son of of (hereinafter called "the Purchaser" which expression shall, where the context so admits, include his heirs and legal representatives) of the other part:

WHEREAS the site and the building hereinafter described is owned by the Vendor in full proprietary right:

AND WHEREAS the Purchaser has along with taken on lease the said site by lease deed dated the day of 19....

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to buy all that the ground/first floor brick built tenement or messuage of the building fully described in Part I of the Schedule hereunder written containing by admeasurement a floor area of full particulars whereof are set out in Part II of the Schedule hereunder written:

AND WHEREAS the Purchaser has paid the sum of Rs. (Rupeesonly) being the purchase money on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchaser):

AND WHEREAS section 8 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (hereinafter referred to as the "said Act") provides that a displaced person shall be paid out of the compensation Pool the amount of net compensation determined under sub-section (3) of section 7 of the said Act as being payable to him and subject to the rules that may be made under the Said Act, the Settlement Commissioner or any other officer or authority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms;

*AND WHEREAS the purchaser has paid.... the sum of Rs..... being the purchase money on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchaser) *out of which the sum of Rs..... has been paid in cash and the balance of Rs..... by adjustment against the compensation payable under the Said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released, conveyed and assured unto the Purchaser;

AND WHEREAS the property the compensation of which has been adjusted against the value of this property was mortgaged with Shri..... S/O..... in West Pakistan *and/or Shri....., the purchaser had obtained a debt of Rs..... from Shri..... S/O..... in West Pakistan and the said mortgagee/creditor has obtained a decree for Rs..... from the Tribunal constituted under the Displaced Persons (Debts Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have a charge over this property to the extent of mortgage/charge/debt of Rs..... according to the provisions of the above Act until the mortgage charge/debt is satisfied or is redeemed by the said mortgagor/debtor being the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Purchaser hereinafter contained and the payment by the Purchaser of the said sum of Rs. (Rupees only) in the manner aforesaid the Vendor doth hereby grant, convey, release and assure unto the Purchaser the ground/first floor brick built tenement or messuage described in Part II of the Schedule hereunder written (hereinafter referred to as the "said premises") TO HAVE AND TO HOLD the same unto and to the use of the Purchaser subject to the exceptions, reservations, conditions and covenants herein contained and each of them, that is to say.

(1) The Purchaser shall pay all general and local taxes rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said premises by the Vendor or by any other competent authority.

(2) The Purchaser shall not make any alterations and/or additions to the ground/first floor brick built tenement or messuage either externally or internally without first obtaining the permission of the Vendor in writing

(3) The Purchaser shall maintain the said premises in a sanitary condition to the satisfaction of the authorities concerned.

(4) The Purchaser shall not use the said premises for any purpose other than the purpose of without the previous consent in writing of the Vendor and shall not do anything which shall cause annoyance or inconvenience to the owners and/or occupants of adjoining tenements and/or flats and shall not do anything which shall be detrimental to the owners and/or occupants of adjoining flats †TOGETHER WITH the use in common with the owner of the adjoining first floor flat the staircase and a passage or an open space in front leading to the staircase and also land under the staircase (shown hatched in red in the plan annexed hereto).

(5) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has

*Score out which is not applicable

†To be inserted in case of conveyance of first floor.

duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

(6) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

* (7) The said premises shall remain charged to the extent of the mortgage/charge/debt of Rs. in favour of according to the provisions of the Displaced Persons (Debts Adjustment) Act 1951 until the mortgage/charge/debt is satisfied or is redeemed by the purchaser herein.

II. IT IS HEREBY AGREED AND DECLARED that this conveyance shall in all respects be subject to terms and conditions contained in the lease deed of the site hereinbefore referred to and this deed shall be deemed to be a transfer for the purpose of the Government Grants Act, 1895 (15 of 1895).

THE SCHEDULE ABOVE REFERRED TO:

PART I

ALL THAT storeyed brick built tenement or messuage consisting of situate at the site being held on lease by an indenture of lease dated the day of 19.... and more particularly described in the Schedule thereunder written and bounded on the:

North by _____
South by _____
East by _____
West by _____

PART II

ALL THAT ground/first floor brick built tenement of the building described in Part I containing by admeasurement a floor area of

TOGETHER WITH all easements and appurtenances whatsoever to the said ground/first floor tenement or messuage belonging or usually held or enjoyed therewith or reputed to belong thereto

OR HOWSOEVER OTHERWISE the said ground/first floor tenement or messuage is or heretofore were or was butted, bounded, called, known should be described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and the year first above-written.
signed by _____

for and on behalf of the President
of India in the presence of:

(1) _____
(2) _____

signed by _____
the purchaser above-named
in the presence of:—

(1) _____
(2) _____

(Amendment No. XLVI, dated the 31st August, 1960).

* To be inserted only in case of recital at 'X' above.

(iv) APPENDIX XXXI-C

FORM IV

Sale deed of Staircase and Mumty

(Applicable in the case of double storeyed Government built tenements in Delhi)

THIS INDENTURE made the.....day of.....19.... BETWEEN the President of India (hereinafter called "the Vendor" which expression shall where the context so admits, include his successors and assigns) of the one part and son of of and son of of (hereinafter called "the Purchasers" which expression shall, where the context so admits, include their heirs and legal representatives) of the other part:

AND WHEREAS the site and the building hereinafter described is owned by the Vendor in full proprietary right:

AND WHEREAS the Purchasers have taken on lease the said site by lease deed dated the.....day of.....19.....

AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to buy all that brick built staircase and mumty situated in the building fully described in Part I of the Schedule hereunder written covering by admeasurement of floor area of.....respectively full particulars whereof are set out in Part II of the Schedule hereunder written:

AND WHEREAS the Purchasers have paid the sum of Rs.....(Rupees.....only) being the purchase money on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchasers):

AND WHEREAS section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "said Act") provides that a displaced person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the Said Act as being payable to him and subject to the rules that may be made under the Said Act, the Settlement Commissioner or any other officer or authority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other such forms:*

AND WHEREAS the purchaser has paid.....the sum of Rs.....being the purchase money/on or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and from the same doth hereby release the purchaser,/ out of which the sum of Rs.....has been paid in cash and the balance of Rs.....by adjustment against the compensation payable under the Said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted released, conveyed and assured unto the Purchaser*.

AND WHEREAS the property the compensation of which has been adjusted against the value of this property was mortgaged with Shri.....S/O.....in West Pakistan * and/or Shri.....the purchaser had obtained a debt of Rs.....from Shri.....S/O.....in West Pakistan AND the said mortgagee/creditor has obtained a decree for Rs.....from the Tribunal constituted under the Displaced Persons (Debts Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have a charge over this property to the extent of mortgage/charge/debt of Rs.....according to the provisions of the above Act until the mortgage/charge/debt is satisfied or is redeemed by the said mortgagor/debtor being the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Purchasers hereinafter contained and the payment by the Purchasers of the said sum of Rs.....(Rupees.....only) in the manner aforesaid the Vendor doth hereby grant, convey, release and assure unto the Purchasers all that brick built staircase and mumty situated in the building fully described in Part I of the Schedule hereunder written covering by admeasurement a floor area of.....respectively full particulars whereof are set out in Part II of the Schedule hereunder written (hereinafter referred to as "the said premises").

*Score out which is not applicable.

TO HAVE AND TO HOLD the same unto and to the use of the Purchasers subject to the exceptions, reservations, conditions and covenants herein contained and each of them that is to say:—

(1) The Purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said premises by the Vendor or by any other competent authority.

(2) The Purchaser shall not make any alterations and/or additions to the said premises either externally or internally without first obtaining the permission of the Vendor in writing.

(3) The Purchasers shall maintain the said premises in a sanitary condition to the satisfaction of the authorities concerned.

(4) The Purchaser shall not use the said premises for any purpose other than the purpose of a staircase without the previous consent in writing of the Vendor and shall not do anything which shall cause annoyance or inconvenience to the owner and/or occupants of adjoining flats and shall not do anything which shall be detrimental to the owners and/or occupants of adjoining flats.

(5) The Vendor may by his officer and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

(6) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

*(7) The said premises shall remain charged to the extent of the mortgage/charge/debt of Rs. in favour of according to the provisions of the Displaced Persons (Debt Adjustment) Act 1951 until the mortgage/charge/debt is satisfied or is redeemed by the Purchaser herein.

IT IS HEREBY AGREED AND DECLARED that this conveyance shall in all respects be subject to the terms and conditions contained in the lease deed of the site hereinbefore referred to and this deed shall be deemed to be a transfer for the purpose of the Government Grants, Act, 1895 (15 of 1895).

THE SCHEDULE ABOVE REFERRED TO:

PART I

ALL THAT storeyed brick built tenement or messuage consisting of situate at the site being held on lease by an indenture of lease dated the day of 19.. .. and more particularly described in the Schedule hereunder written and bounded on the:

North by
South by
East by
West by

PART II

ALL THAT brick built staircase and mummy covering by admeasurement a floor area of ... respectively; the staircase consisting of steps of ... inches in height and mummy ... situate in the building described in Part I of this Schedule and more particularly shown in the plan annexed hereto and thereon coloured

TOGETHER WITH all easements and appurtenances whatsoever to the said premises belonging or usually held or enjoyed therewith or reputed to belong thereto.

*To be inserted only in case of recital at 'X' above.

OR HOWSOEVER OTHERWISE the said premises are or is or heretofore were or was butted, bounded, called known should be described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and the year first above-written,

signed by.....

for and on behalf of the
President of India in the
presence of:

(1).....

(2).....

signed by.....

the purchaser above-named
in the presence of:

(1).....

(2).....

(Amendment No. XLVI dated the 31st August, 1960)

(v) APPENDIX XXXII.

Form of Sale Deed to be used where properties are to be transferred after Horizontal Division and the land is on free hold basis.

THIS INDENTURE made this.....day of.....19....between the President of India, hereinafter called "the Vendor" (which expression shall, where the context so admits, include his successors and assigns) of the one part and.....son of.....hereinafter called "the Purchaser" (which expression shall, where the context so admits, include his heirs and legal representatives) of the other part.

WHEREAS the site and the building hereinafter described is owned by the Vendor in full proprietary right.

AND WHEREAS the Vendor being the owner of the land more fully described and clearly delineated in red colour in the plan annexed hereto in Part II of the Schedule hereunder written has agreed with the Purchaser along with other co-purchasers for the sale to them of the said land in proportion to the amount paid by the different purchasers herein and the full value of the said land as detailed against the names of the several purchasers in Column 2 of Part I of the Schedule hereunder written for the prices respectively in column 3 thereof the total of which is Rs.....

AND WHEREAS the said Vendor has further agreed to sell and the Purchaser has agreed to buy all that the ground first floor brick built tenement or messuage of the said building fully described in Part III of the Schedule hereunder written containing by admeasurement floor area of full particulars whereof are set out in Part II of Schedule hereunder written.

*AND WHEREAS section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "said Act") provides that a displaced person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the said Act as being payable to him and subject to the rules that may be made under the said Act, the Settlement Commissioner or any other officer or authority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms;

*AND WHEREAS the Purchaser has paid.....the sum of Rs.....being the purchase money on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and from the same doth hereby release the purchaser) *out of which the sum of Rs.....by adjustment against the compensation payable under the said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released, conveyed and assured unto the purchaser.*

*Strike off which is not applicable.

AND WHEREAS the property the compensation of which has been adjusted against the value of this property was mortgaged with Shri.....s/o..... in West Pakistan and or Shri....., the purchaser and obtained a debt of Rs.....from Shri.....s/o..... in West Pakistan AND the said mortgagee/creditor has obtained a decree for Rs.....in from the Tribunal constituted under the Displaced Persons (Debts Adjustment) Act, 1951, the intimation of which has been received by the Chief Settlement Commissioner from the Tribunal concerned. The mortgagee/creditor would, therefore, have a charge over this property to the extent of mortgage/charge/debt of Rs.....according to the provisions of the above Act until the mortgage/charge/debt is satisfied or is redeemed by mortgagor/debtor. 'X'

NOW THIS INDENTURE WITNESSETH that the purpose of carrying into effect the said sale and in consideration of the covenants of the Purchaser herein-after contained and the payment by the Purchaser of the said sum of Rs..... (Rupees.....only) in the manner aforesaid the Vendor doth hereby grant, convey, release and assure unto the Purchaser all that the undivided..... share in the piece of land (being the proportion of the amount paid by the Purchaser and the full value of the said lands) by admeasurement..... situated at.....more fully delineated and coloured red in the plan annexed hereto together with all that the ground/first floor brick tenement or messuage described in Part II of the Schedule hereunder written (hereinafter referred to as the "said premises") TO HAVE AND TO HOLD the same unto and to the use of the Purchaser subject to the exceptions, reservations, conditions and covenants herein contained and each of them, that is to say:

(1) The Purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said land and the said premises by the Vendor or by any other competent authority.

(2) The Purchaser shall not make any alterations and/or additions to the ground/first floor brick built tenement or messuage without first obtaining the permission of the Vendor in writing.

(3) The Purchaser shall maintain the said land and the premises in a sanitary condition to the satisfaction of the authorities concerned.

(4) The purchaser shall not use the said land and the premises for any purpose other than the purpose of .. without previous consent in writing of the Vendor and shall not do anything which shall cause annoyance or inconvenience to the owners and/or occupants of adjoining tenements/and/or flats and shall not do anything which shall be detrimental to the owners and/or occupiers of adjoining flats *TOGETHER WITH the use in common with the owner of the adjoining first floor flat the staircase and a passage or an open space in front leading to the staircase and also land under the staircase (shown hatched in yellow in the plan annexed hereto).

(5) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

(6) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way thereto.

** (7) The said land and the premises shall remain charged to the extent of the mortgage/charge/debt of Rs..... in favour of..... according to the provisions of the Displaced Persons (Debts Adjustment) Act, 1951 until the mortgage/charge/debt is satisfied or is redeemed by the purchaser herein.

II. IT IS HEREBY AGREED AND DECLARED that this conveyance shall in all respects be subject to terms and conditions contained in the lease deed of the site hereinbefore referred to and this deed shall be deemed to be a transfer for the purpose of the Government Grants Act, 1895 (15 of 1895).

*To be inserted in case of conveyance of first floor.

**To be inserted only in case of 'X' recital above.

THE SCHEDULE ABOVE REFERRED TO

PART I.

Name of the Purchasers of the land.	Share of the land sold to each purchaser.	Price paid by each purchaser.	Total price of the land
---	---	----------------------------------	----------------------------

PART II.

All that piece or parcel of land containing by admeasurement
situate at..... being portion of plot No..... together with.....
storeyed brick built tenement or message consisting of.....

North by

South by.....

East by.....

West by.....

PART III.

All that ground/first floor brick built tenement of the building described in Part I containing by admeasurement a floor area.....

Together with all easements and appurtenances whatsoever to the said ground/first floor tenement or message belonging or usually held or enjoyed therewith or reputed to belong thereto or howsoever otherwise the said ground/first floor tenement or message is or heretofore were or was butted, bounded, called, known should be described or distinguished.

In witness whereof the parties hereto have hereunto set their hands the day and the year first above written.

signed by.....

for and on behalf of the President
of India in the presence of

(1).....

(2).....

signed by.....

the purchaser above named
in the presence of:

(1).....

(2).....

(Amendment No. XLVI dated the 31st August, 1960).

[No. F. 14(17) Policy-I/58.]

I. N. CHIB, Dy. Secy.

MINISTRY OF SCIENTIFIC RESEARCH AND CULTURAL AFFAIRS

New Delhi, the 31st August 1960

G.S.R. 1058.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the method of recruitment to the General Central Service Class I and Class II posts in the Central Board of Geophysics under the Ministry of Scientific Research and Cultural Affairs, namely:—

1. **Short title and commencement.**—These rules may be called the Central Board of Geophysics (Recruitment to Class I and Class II posts) Rules, 1960.

2. These rules shall come into force at once.

3. **Application.**—These rules shall apply to Class I and Class II posts in the Central Office, the Geophysical Research Wing and the Oceanographic Research

Wing of the Central Board of Geophysics as specified in column I of the Schedule annexed hereto.

4. Number, Classification and scale of pay.—The number of posts, classification of the said posts and the scales of pay attached to them shall be as specified in columns 2 to 4 of the said Schedule.

5. Method of recruitment, age limit and other qualifications.—The age limit, qualifications, method of recruitment and other matters connected therewith shall be as specified in columns 5 to 13 of the Schedule aforesaid;

Provided that the upper age limit prescribed for direct recruitment may be relaxed in the case of Scheduled Castes/Tribes, displaced persons and other special categories in accordance with the orders issued from time to time by the Government of India.

6. Disqualification.—No male candidate who has more than one wife living and no female candidate who has married a person having already a wife living shall be eligible for appointment to any of these posts;

Provided that the Government of India may, if it is satisfied that there are special grounds for doing so, exempt any such candidate from the operation of this rule.

SCHB

Recruitment Rules for Class I and II Posts in Central Board of Geophysics in

Name of post	No. of posts	Classification	Scale of pay	Whether selection post or non-selection post	Age limit for direct recruits	Educational and other qualifications required for direct recruits
1	2	3	4	5	6	7
Central Office :						
1. Junior Scientific Officer.	One	General Central Service Class II Gazetted (Non-ministerial).	Rs. 275—25—500—30—650.	Not applicable.	Below 35 years. (Relaxable for Government servants)	<p>Essential :—</p> <p>1. Master's or equivalent Honours degree in Geophysics of a recognised University.</p> <p>or</p> <p>Master's degree in Physics or Geology of a recognised University.</p> <p>2. Experience in Scientific journalism involving compilation and publication of geophysical literature (evidence to be produced) including experience in administrative work.</p> <p>(Qualifications relaxable at Commission's discretion in case of candidates otherwise well-qualified).</p> <p>Desirable :—</p> <p>Knowledge of German and/or French.</p>
2. Geophysical Research Wing. Superintending Geophysicist.	One	General Central Service Class I Gazetted (Non-ministerial).	Rs. 1300—60—1600.	Not applicable.	Below 45 years (relaxable for Government servants).	<p>Essential :—</p> <p>1. Master's or equivalent Honours degree in Physics or Geophysics or Geology or Mathematics of a recognised University or diploma in Geology of Indian School of Mines and Applied Geology, Dhanbad.</p>

DULE

Ministry of Scientific Research and Cultural Affairs.

Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees.	Period of probation, if any	Method of rectt. whether by direct rectt. or by promotion or transfer & percentage of the vacancies to be filled by various methods	In case of rectt. by promotion/transfer, grades from which promotion to be made	If a D.P.C. exists what is its composition	Circumstances in which U.P.S.C. is to be consulted in making rectt.
8	9	10	11	12	13
Not applicable	2 years	Direct recruitment.	Not applicable	Not applicable.	As required under the rules.

Not applicable

2 years

Direct recruitment

Not applicable

Not applicable

As required under the rules.

1	2	3	4	5	6	7
						2. At least 10 years research and teaching/field experience in responsible capacity in Geophysical exploration. (Qualifications relaxable at Commission's discretion in case of candidate otherwise well qualified).
3. Senior Geophysicist.	One	General Central Service Class I Gazetted (Non-ministerial)	Rs. 600—40— 1000—1000— 1050—1050— 1100—1100— 1150.	Selection	Below 45 years (relaxable for Government servants).	<i>Essential : —</i> (i) Master's or equivalent Honours degree in Physics, Geology or Geophysics of a recognised University. <i>or</i> Diploma in Geology of the Indian School of Mines and Applied Geology, Dhanbad. (ii) About 5 years field experience of Geophysical work. (Qualifications relaxable at Commission's discretion in case of candidates otherwise well-qualified).
4. Junior Geophysicist.	Do.	Do.	Rs. 350—350— 380—380— 50—590— EB—30—770 —40—850.	Not applicable	Below 35 years. (Relaxable for Government servants.)	<i>Essential : —</i> (i) Master's or equivalent Honours degree in Physics, Geology or Geophysics of a recognised University. <i>or</i> Diploma in Geology of the Indian School of Mines and Applied Geology, Dhanbad. (ii) About 3 years' research/field experience of Geophysical works. (Qualifications relaxable at Commission's discretion in case of candidates otherwise well qualified).

8	9	10	11	12	13
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Not applicable	2 years.	By promotion failing which by direct recruitment.	<i>Promotion</i> Junior Geo-physicist.	Class I D.P.C.	As required under the rules.
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Do.	Do.	By direct recruitment	Not applicable.	Not applicable.	Do.
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1	2	3	4	5	6	7
<i>Oceanographic Research Wing</i>						
5. Senior Scientific Officer.	One	General Rs. 350—350— Central Service —590—EB— Class I —30—770— (Gazetted) 40—850. (Non-Ministerial).	Not applicable	Below 35 years (relaxable for Government servants)	<i>Essential :—</i> 1. M.Sc. in Physics or Applied Physics or Geophysics or Meteorology with specialisation in Oceanography 2. About 3 years research and/or teaching experience in Physical Oceanography and/or Oceanographic Instrumentation. (Qualifications relaxable at Commission's discretion in case of candidates otherwise well-qualified).	
6. Scientific Officer.	Do.	General Rs. 275—25—500 Central Service —30—650. Class II (Gazetted) Non-Ministerial.)	Do.	Below 30 years (Relaxable for Government servants.)	<i>Essential —</i> 1. M.Sc. in Physics or Applied Physics or Meteorology with specialisation in Oceanography. 2. Research experience in Physical Oceanography and/or knowledge of Oceanographic instrumentation. (Qualifications relaxable at Commission's discretion in case of candidates otherwise well-qualified).	

8	9	10	11	12	13
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Not applicable	2 years	By direct recruitment.	Not applicable	Not applicable	As required under the rules.
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Do.

Do.

Do.

Do.

Do.

Do.

[No. 1-22/59-S.II.]
HARI SHANKAR, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 29th August 1960*

G.S.R. 1059.—In exercise of the powers conferred by Section 20-A of the Press and Registration of Books Act, 1867 (XXV of 1867), the Central Government hereby makes the following rules further to amend the Registration of Newspapers (Central) Rules, 1956, namely:—

1. These rules may be called the Registration of Newspapers (Central) amendment Rules, 1960.

2. In the Registration of Newspapers (Central) Rules, 1956, in sub-rule (2) of Rule 5—

(i) in clauses (a) and (c), for the word "New Delhi", wherever occurring the word "Simla" shall be substituted,

(ii) in the table below clause (b), for the existing entries under columns I and II in respect of 'Tamil' and 'Telugu', the following shall be substituted, namely:—

"I	II
Tamil	Madras
Telugu	Hyderabad."

[No. 5/10/60-IP.]

D. R. KHANNA, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT*New Delhi, the 3rd September 1960*

G.S.R. 1060.—In exercise of the powers conferred by clause (i) of sub-section (2) of section 30 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby makes the following further amendments to the Minimum Wages (Central) Rules, 1950, the said amendments having been previously published as required by sub-section (1) of the said section, namely:—

Amendments

1. These rules may be called the Minimum Wages (Central) Amendment Rules, 1960.

2. In rule 21 of the Minimum Wages (Central) Rules, 1950, hereinafter referred to as the said rules,—

(1) for sub-rule (4), the following sub-rule shall be substituted, namely:—

"(4) The amount of fine or deduction for damage or loss mentioned in sub-rule (3) shall be subject to such limits as may be specified in this behalf by the Central Government. All such fines imposed and deductions made shall be recorded in the registers maintained in Forms I and II, respectively. These registers shall be kept at the workspot and maintained upto date. Where no fine or deduction has been imposed or made on or from any employee in a wage period, a 'nil' entry shall be made across the body of the relevant register at the end of the wage period, indicating also in precise terms the wage period to which the 'nil' entry relates".

(2) after sub-rule (4), the following sub-rule shall be inserted, namely:—

"(4A) Every employer shall send annually a return in Form III showing the deductions from wages so as to reach the Inspector not later than the 1st February following the end of the year to which it relates."

3. In rule 22 of the said rules, for the words "at such places as may be selected by the Inspector", the words "at the main entrances to the establishment and at its office" shall be substituted.

4. In rule 25 of the said rules, for sub-rule (2), the following sub-rule shall be substituted, namely:—

“(2) A register of overtime shall be maintained by every employer in Form IV in which entries under the columns specified therein shall be made as and when overtime is worked in any establishment. The register shall be kept at the workspot and maintained upto date. Where no overtime has been worked in any wage period, a ‘nil’ entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which the ‘nil’ entry relates.”

5. After rule 26 of the said rules, the following rule shall be inserted, namely:—

“26A. *Preservation of registers.*—A register required to be maintained under rules 21(4), 25(2), and 26(1) shall be preserved for a period of three years after the date of last entry made therein.”

[No. LWI(I)-3(6)/60.]

K. D. HAJELA, Under Secy.

